



**RECEIVED**

**AUG 17 2001**

**FEDERAL COMMUNICATIONS COMMISSION  
OFFICE OF THE SECRETARY**

Before the  
FEDERAL COMMUNICATIONS COMMISSION  
Washington, D.C. 20554

In the Matter of	)	
Petition of WorldCom, Inc. Pursuant	)	
to Section 252(e)(5) of the	)	
Communications Act for Expedited	)	
Preemption of the Jurisdiction of the	)	CC Docket No. 00-218
Virginia State Corporation Commission	)	
Regarding Interconnection Disputes	)	
with Verizon Virginia Inc., and for	)	
Expedited Arbitration	)	
	)	
In the Matter of	)	CC Docket No. 00-249
Petition of Cox Virginia Telecom, Inc., etc.	)	
	)	
In the Matter of	)	CC Docket No. 00-251
Petition of AT&T Communications of	)	
<u>Virginia Inc., etc.</u>	)	

**VERIZON VA'S REBUTTAL TESTIMONY ON NON-MEDIATION  
ISSUES**

**(CATEGORIES I AND III THROUGH VII)**

**UNBUNDLED NETWORK ELEMENTS**

- MARGARET DETCH
- SUSAN FOX
- STEVE GABRIELLI
- NANCY GILLIGAN
- RICHARD ROUSEY
- ALICE SHOCKET

AUGUST 17, 2001

**UNBUNDLED NETWORK ELEMENTS PANEL**

**REBUTTAL TESTIMONY**

**TABLE OF CONTENTS**

I.	INTRODUCTION .....	0
II.	UNE COMBINATIONS (ISSUE III-6).....	3
III.	SUB-LOOP (ISSUE III-11).....	9
IV.	DARK FIBER (ISSUE III-12).....	15
V.	LOCAL NUMBER PORTABILITY (ISSUES V-7, 12, 12A AND 13 AND SUPPLEMENTAL ISSUE VI-(D)).....	20
VI.	UNE-P ROUTING AND BILLING (ISSUES V-3, V-4 AND V-4-A).....	31
VII.	LOCAL SWITCHING (ISSUE III-9).....	32

**UNBUNDLED NETWORK ELEMENTS PANEL**

**REBUTTAL TESTIMONY ON NON-MEDIATION ISSUES**

**I. INTRODUCTION**

**Q. PLEASE STATE YOUR NAME, YOUR POSITION, AND YOUR BUSINESS ADDRESS.**

**A.** (Margaret Detch) My name is Margaret Detch and my business address is 125 High Street, Boston, Massachusetts. I am a Senior Specialist at Verizon Services Group with product management responsibility for Unbundled Dark Fiber.

1 (Susan Fox). My business address is 2980 Fairview Park Drive, Falls Church, Virginia.

2 I am employed as a Product Manager in the Wholesale Marketing Organization in the  
3 Verizon Services Corp.

4 (Steve Gabrielli). My name is Steven J. Gabrielli. My business address is 600 Hidden  
5 Ridge, Irving TX. I am employed by Verizon Services Group as a Senior Product  
6 Manager – Local Services Marketing.

7 (Nancy Gilligan) My name is Nancy Gilligan and my business address is 125 High  
8 Street, Boston, Massachusetts. I am Senior Specialist Wholesale Markets in the Verizon  
9 Services Group.

10 (Richard Rousey) My name is Richard Rousey and my business address is 600 Hidden  
11 Ridge Boulevard, Irving, Texas.

12 (Alice Shocket). My name is Alice Shocket and my business address is 125 High Street,  
13 Boston, Massachusetts. I am the Local Number Portability Product Manager in the  
14 Verizon Services Group.

1    **Q.     ARE YOU THE SAME WITNESSES WHO FILED DIRECT TESTIMONY ON**  
2           **UNBUNDLED NETWORK ELEMENTS (UNE) IN THIS CASE ON JULY 31,**  
3           **2001?**

4    A.     Yes.

5    **Q.     WHAT IS THE PURPOSE OF YOUR TESTIMONY?**

6    A.     We will rebut the direct testimony of WorldCom and AT&T regarding Verizon VA's  
7           provision of UNEs under the Telecommunications Act of 1996 (the Act) and this  
8           Commission's regulations promulgated thereunder. Specifically, we will address:

9           Issue III-6--UNE Combinations

10          Issue III-11--Sub-loop

11          Issue III-12--Dark Fiber

12          Issues V-7, 12, 12A and 13--Local Number Portability

13          Issues V-3 and 4--UNE-P Routing and Billing

14          Issue III-9--Local Switching

15         This testimony does not address those issues that are being considered in the mediations  
16         that have taken place between the parties with the assistance of the Commission. To the  
17         extent those mediated issues are not resolved, we will address them in direct testimony to  
18         be filed on August 17, 2001.

19   **Q.     IN PREPARATION FOR YOUR REBUTTAL TESTIMONY, WHOSE**  
20   **TESTIMONY HAVE YOU REVIEWED?**

1 A. We have reviewed the direct testimony of E. Christopher Nurse, Michael Pfau, Robert J.  
2 Kirchberger, and William Solis testifying on behalf of AT&T. We have also reviewed  
3 the direct testimony of Chuck Goldfarb, Alan Buzacott and Roy Lathrop on behalf of  
4 WorldCom, Inc.

## 5 II. UNE COMBINATIONS (ISSUE III-6)

### 6 Q. WHAT IS AT&T SEEKING WITH REGARD TO UNE COMBINATIONS?

7 A. AT&T wants the Commission “to clarify” that Verizon VA must provide new  
8 combinations of UNEs that Verizon VA “ordinarily, commonly or regularly” combines  
9 for itself, irrespective of whether such combinations are currently combined in Verizon’s  
10 network. AT&T Witness Pfau at 2.

### 11 Q. WHAT IS AT&T’S RATIONALE FOR MAKING THIS REQUEST?

12 A. AT&T once again attacks the Eighth Circuit’s decision, contending that it makes a  
13 “wholly artificial distinction” between old and new combinations. *Id.* at 2-3. AT&T  
14 argues that the Commission ought to impose obligations “above and beyond” those in its  
15 regulations because, in its opinion, the Commonwealth of Virginia would be “best  
16 served” by such a ruling. AT&T Witness Pfau at 3. AT&T declares that the Commission  
17 should do this since “AT&T is not addressing those combinations that are novel, or not  
18 ordinarily combined by Verizon in its network.” *Id.* at 6.

### 19 Q. WHY DOES VERIZON VA OPPOSE AT&T’S PROPOSAL?

20 A. AT&T’s proposal ignores the law and several of the Commission’s rulings at the July 11,  
21 2001 Status Conference. The Commission’s rules only require Verizon VA to provide

1 combinations of UNEs to CLECs where those UNEs are already combined. Specifically,  
2 the governing Commission's rule requires only that Verizon VA "not separate requested  
3 network elements that [Verizon] *currently* combines." 47 C.F.R. § 51.315(b) (emphasis  
4 added). The Commission's rules that had required Verizon VA to combine UNEs that  
5 are not ordinarily combined in Verizon's network, 47 C.F.R. §§ 51.315(c)-(f), were  
6 vacated by the Eighth Circuit and are now on appeal to the Supreme Court. At the Status  
7 Conference, AT&T was instructed by the Commission to amend its proposed language so  
8 that it is "not challenging the 8<sup>th</sup> Circuit." Status Conference Tr. at 30. AT&T clearly  
9 has not attempted to comply with the Commission's requirement. Indeed, AT&T  
10 continues to argue that the Eight Circuit's decision on UNE combinations created  
11 "meaningless differences." AT&T Witness Pfau at 3. Just as AT&T did in the Status  
12 Conference, Witness Pfau contends that AT&T "is not asking this Commission to rewrite  
13 existing rules on 'currently combine[d]' UNEs. Rather, AT&T is asking this  
14 Commission to clarify that the 'currently combine[d]' standard, as used in the  
15 Commission's rules, includes such UNEs as are ordinarily, commonly or regularly  
16 combined in Verizon's network, whether or not they are actually combined for the  
17 particular customer or location that AT&T seeks to serve." *Id.* at 2 (emphasis added).

18 AT&T's characterization of its proposal strains credulity. AT&T asks the Commission to  
19 do exactly what AT&T was admonished not to do: request a rewrite of the Commission's  
20 rules on currently combined UNEs. AT&T Witness Pfau makes the absurd argument that  
21 the Commission ought not define "currently" as "currently" but, rather, should define  
22 "currently" as "ordinarily", "commonly" or "regularly"--in other words, assign to the  
23 word "currently" anything but the plain meaning of the word. *Id.* at 2. Quite simply, and

1 contrary to AT&T Witness Pfau's muddled argument, something that is "currently  
2 combined" necessarily must be "actually combined". The converse is also true.  
3 Something cannot be "actually combined" unless it is "currently combined."  
4 Accordingly, there is nothing "cramped" about Verizon VA's interpretation of applicable  
5 law and, contrary to AT&T Witness Pfau's contention, the legal distinction is quite  
6 meaningful. *Id.* at 3.

7 Moreover, AT&T Witness Pfau argues that the Commission ought to act like a state  
8 commission and establish obligations beyond the current law "in order to foster  
9 competition". *Id.* at 3-4. The Commission also rejected this argument in the Status  
10 Conference. The Commission told AT&T and WorldCom that "...this isn't going to be  
11 the forum for the commission to reconsider existing law.... We will look at the existing  
12 state of the law and apply that state of the law. And we won't take this opportunity to do  
13 what the commission could do. We will do that as the commission and not in the context  
14 of this arbitration to the extent that we change the law." Status Conference Tr. at 13.

15 Indeed in response to AT&T's argument on this UNE combination issue, Ms. Attwood  
16 stated, "...we would be disinclined to act beyond the authority of the FCC in acting like a  
17 state..." and "I can tell you we're disinclined to exercise that authority." *Id.* at 36.



1   **Q.     HOW WOULD AT&T IMPLEMENT ITS NEW UNE COMBINATION**  
2   **PROPOSAL?**

3   A.     AT&T proposes to scuttle the agreed-to Section 11.7.4<sup>1</sup> of the proposed AT&T-Verizon  
4     VA interconnection agreement (a 5 line provision) and substitute a new Section 11.7.4<sup>2</sup>

---

<sup>1</sup> 11.7.4 [as previously agreed to by Verizon VA and AT&T] Except as otherwise required by Applicable Law: (a) Verizon shall be obligated to provide a UNE or Combination pursuant to this Agreement only to the extent such UNE or Combination, and the equipment and facilities necessary to provide such UNE or Combination, are available in Verizon's network; (b) Verizon shall have no obligation to construct or deploy new facilities or equipment to offer any UNE or Combination.

<sup>2</sup> § 11.7.4 [newly proposed by AT&T] In addition to the Combinations of Network Elements furnished by Verizon to AT&T hereunder, Verizon shall combine or Verizon shall permit AT&T to combine any Network Element or Network Elements provided by Verizon with another Network Element, other Network Elements or other services (including Access Services) obtained from Verizon or with compatible network components provided by AT&T or provided by third parties to AT&T to provide telecommunications services to AT&T, its affiliates and to AT&T Customers. Verizon agrees to provide such combinations, subject only to charges for the direct economic cost of efficiently providing such combinations, if Verizon provides the same or similar combination of equipment, facilities and operational support that delivers functionality reasonably equivalent to the functionality to its own retail operations, an affiliate or other unaffiliated carrier. For those combinations requested by AT&T that Verizon asserts it does not ordinarily combine, Verizon may elect either to provide the combination, subject only to charges for the direct economic cost of providing the requested combination, or provide AT&T, or its duly authorized agent, with the access necessary for AT&T both to make the combination and to deliver service to its customer(s), in a timely manner. Verizon may only refuse to make or permit a combination if it can prove the combination represents a serious hazard to the operation of Verizon's network or personnel. Such a claim of potential harm and written substantiation of the basis and any other basis for Verizon's objection must be provided to AT&T within a reasonable time of AT&T's initial request for the combination. If the parties fail to agree on whether the combination must be provided, either party may subject the issue to binding arbitration.

When AT&T requests that Verizon either combine contiguous unbundled Network Elements or combine non-contiguous unbundled Network Elements in a manner different than that contemplated in this agreement, or in any previous Bona Fide Request from AT&T or any other Telecommunications Carrier, such request shall be handled through the Bona Fide Request process.

1 that runs on for almost a full page single spaced. AT&T Witness Pfau at 4-5. This new  
2 language adds concepts such as charges for “direct economic cost of efficiently providing  
3 such combinations;” a mandate for Verizon VA to provide a combination “not ordinarily  
4 combine[d]” unless it results in a “serious hazard” to Verizon VA’s network or  
5 personnel; and a provision that discusses combining “contiguous” and “non-contiguous”  
6 UNEs. In short, AT&T improperly has added a multitude of new issues related to UNE  
7 combinations rather than focus on the implementation of providing lawful combinations  
8 as requested by the Commission at the Status Conference:

9 Again, this would not be a place for us to change the decision of  
10 the 8<sup>th</sup> Circuit.... We’re seeking to do that in the Supreme Court.  
11 There is language that appears, as we read it, that would ask us to  
12 do what is contrary to what the 8<sup>th</sup> Circuit has asked.  
13 But there also seems to be language that asks us to implement  
14 existing combinations, for example, and legitimate implementation  
15 issues.

16 Status Conference Tr. at 26. AT&T’s new proposed § 11.7.4 goes far beyond the  
17 implementation of lawful UNE combinations.

18 **Q. HAS VERIZON VA ALREADY RESPONDED TO THE OPERATIONAL ISSUES**  
19 **RAISED IN THE HYPOTHETICALS LISTED ON PAGES 8-9 OF AT&T**  
20 **WITNESS PFAU’S TESTIMONY?**

21 A. Yes. As stated in Verizon’s Direct testimony, notwithstanding the current legal standard,  
22 Verizon VA will provide new combinations of UNE Platform at new and existing  
23 locations where facilities are available and currently combined, even though retail service  
24 has not been activated over those facilities, provided that no new construction is required  
25 to do so and the CLEC pays any non-recurring charges associated with activating the

1 facilities. *See* Verizon VA UNE Direct Testimony Panel (UNE Panel) at 4. Accordingly,  
2 AT&T may, in fact, provide new lines to existing customers and provide services to new  
3 customers when they move into a new home if facilities are available and currently  
4 combined.

5 **Q. WHAT DOES WORLDCOM PROPOSE?**

6 A. Like AT&T, WorldCom seeks to have the Commission require Verizon VA to combine  
7 UNEs that are not “currently combined” in Verizon VA’s network. Even the most  
8 cursory reading of WorldCom’s Direct testimony on this issue reveals an argument that is  
9 invalid. WorldCom argues that Rule 315(a) requires Verizon VA to provide WorldCom  
10 combinations of elements that may not be combined today to serve a particular customer  
11 but that are “ordinarily combined” in Verizon’s network. Goldfarb, Buzacott and  
12 Lathrop Panel (GBL Panel) at 7-8.

13 **Q. WHY IS WORLDCOM’S ARGUMENT INVALID?**

14 A. WorldCom’s reading of Rule 315(a) is strained, to say the least. Apparently, WorldCom  
15 claims that the Commission’s Rules 315(c)-(f) must have been superfluous on this point  
16 because their content--the requirement that Verizon VA combine for CLECs any  
17 uncombined UNEs--already exists in Rule 315(a). Verizon VA opposes WorldCom’s  
18 legal conclusions for the same reasons that Verizon VA opposes AT&T’s positions. The  
19 position is neither legally correct, nor consistent with the Commission’s admonitions in  
20 the Status Conference that it would not change the law in this arbitration.

1 **III. SUB-LOOP (ISSUE III-11)**

2 **Q. WHAT ISSUES ARE RAISED BY WORLDCOM IN ITS DIRECT TESTIMONY**  
3 **ON SUB-LOOPS?**

4 A. WorldCom raises one issue. It states that requiring access to a fiber-distribution interface  
5 (FDI) through an interconnection cabinet (COPIC) “may add an unnecessary link... and  
6 increase the potential for administrative problems....” GBL Panel at 29. WorldCom  
7 contends that since Verizon VA has direct access to the FDI, it is not providing non-  
8 discriminatory access to Verizon VA’s subloops.

9 **Q. IS VERIZON REQUIRED TO PROVIDE DIRECT ACCESS TO ITS FDI?**

10 A. No. Verizon VA provides CLECs with access to unbundled sub-loops at “accessible  
11 terminals” in Verizon VA’s outside plant as required by Rule 319(a)(2). Specifically,  
12 Verizon VA appropriately provides access to the FDI at the COPIC or, if the CLEC is  
13 collocated, at a remote terminal equipment enclosure. *See* § 5.3 of the UNE Attachment  
14 to Verizon VA’s proposed interconnection agreement. By providing such access to its  
15 FDI, Verizon VA is fully compliant with its legal obligation.

16 WorldCom’s allegations of increased costs and potential for administrative delays are  
17 misplaced. Verizon VA is required to provide access to its FDI and WorldCom must  
18 incur the costs for such interconnection and the accompanying legal obligations, such as  
19 complying with zoning laws and obtaining rights-of-way. The legal obligation to provide  
20 non-discriminatory access does not require the ILEC to incur these costs and  
21 administrative responsibilities when the CLEC interconnects with the ILEC’s network.

1 Verizon VA offers WorldCom the same access it provides to all CLECs and there is no  
2 discrimination in Verizon VA's practices.

3 **Q. WHAT ISSUES DOES AT&T RAISE IN ITS DIRECT TESTIMONY AS TO THE**  
4 **PROVISION OF SUBLOOPS?**

5 A. AT&T Witness Pfau focuses exclusively on inside wire in Multiple Tenant Environments  
6 (MTEs) and raises numerous operational issues in his testimony. Witness Pfau asserts  
7 generally:

- 8 a. Verizon VA's records of ownership of inside wire are  
9 deficient
- 10 b. Verizon VA impedes AT&T's access to MTEs by  
11 restrictive processes as to unbundling and cross-connection  
12 procedures
- 13 c. Verizon VA improperly requires its employees to perform  
14 the cross-connection.  
15

16 AT&T Witness Pfau at 70-95.  
17

18  
19 **Q. BEFORE RESPONDING TO THESE SPECIFIC ALLEGATIONS, WHAT IS**  
20 **YOUR OVERALL IMPRESSION OF WITNESS PFAU'S TESTIMONY ON**  
21 **VERIZON VA'S PROVISIONS REGARDING INSIDE WIRE?**

22 A. Witness Pfau seems to muddle the difference between Verizon VA's responsibility with  
23 respect to the network side of the MTE demarcation point and the CLEC's responsibility  
24 on the customer's side of the demarcation point. Virginia is a minimum point of entry

1 state (MPOE) and Verizon VA generally does not own inside wire;<sup>3</sup> the tenant/owner of  
2 the building owns the inside wire beyond the demarcation point. Verizon VA rightfully  
3 protects its network on its side of the demarcation point as well as preserves its ability to  
4 serve its customers within the MTE. To that end, a very simple but important principle  
5 evolves: Verizon VA works on its side (the network side) of the demarcation point, and  
6 the CLECs work on the customer side of the demarcation point. This is not to say,  
7 however, that the CLEC does not have access to the Verizon VA network side of the  
8 demarcation; it does have such access but the actual work on the network side of the  
9 demarcation point to provide this access will be performed by a Verizon VA employee or  
10 contract employee. This arrangement is fully consistent with the *First Report and Order*  
11 ¶¶ 392-394 and the *UNE Remand Order* ¶¶ 237 and 240 that allow for CLECs to obtain  
12 access to the network side of the demarcation point but grants no right to CLEC  
13 employees to tamper with the ILEC's network side of the demarcation point.

14 Verizon VA has established appropriate procedures in its CLEC Handbook, Vol. III,  
15 § 2.3 to explain the several methods by which a CLEC can obtain access to the  
16 customer's inside wire. Moreover, because requests for access to inside wire are  
17 necessarily site-specific, Verizon VA personnel usually field visit the MTE to discuss  
18 with the CLEC the necessary re-arrangement of facilities in order to facilitate access to  
19 the inside wire. Despite Witness Pfau's lengthy testimony, the facts do not support his  
20 complaints. In Virginia, access arrangements to inside wire have not been a contentious

---

<sup>3</sup> Verizon VA owns inside wire only in some older, pre-1986, campus-style facilities in the form of inter-building cable. That cable is made available to CLECs when they serve customers located in those facilities.

1 issue and generally have been worked out between Verizon VA, the CLEC and the  
2 customer in mutually satisfactory arrangements. In fact, no formal complaint has ever  
3 been filed with the Virginia Commission regarding Verizon VA's assistance in providing  
4 CLEC's access to inside wire.

5 In short, AT&T fails to recognize that Verizon VA's published guidelines are meant to  
6 protect the integrity of the network for all customers. Verizon VA is not "the self-  
7 appointed gatekeeper for MTE access" (AT&T Witness Pfau at 66) but it is required to  
8 assure that reasonably adequate facilities are available to its customers. AT&T, despite  
9 its thirty plus pages of testimony on the issue of access to MTEs, fails to address Verizon  
10 VA's legitimate concerns about CLEC employees being allowed unrestricted access to  
11 Verizon VA's network in the field when they certainly are not allowed such access in the  
12 central office. AT&T misstates the Commission's intent when it implies that CLECs  
13 have been given authority to have their employees perform cross connections from the  
14 ILEC's network side of the demarcation point. Nowhere in the *First Report and Order* or  
15 the *UNE Remand Order* does the Commission provide that a CLEC's employees can  
16 perform work on an ILEC's network.

17 **Q. AT&T LISTS SEVERAL "EXAMPLE[S]" AS TO HOW VERIZON VA HAS "NO**  
18 **ESTABLISHED PROCESS OF SUPPORTING CLEC ACCESS TO ON-**  
19 **PREMISES WIRING." AT&T WITNESS PFAU AT 70. IS WITNESS PFAU**  
20 **CORRECT THAT VERIZON VA HAS NO PROCEDURES FOR ACCESSING**  
21 **INSIDE WIRE?**

1 A. No. Witness Pfau's hyperbole is bizarre. Verizon VA utilizes the provisions in its CLEC  
2 Handbook, Vol. III, § 2.3 Loop Unbundling, to provide access to inside wire. All  
3 CLECs, including AT&T, should be familiar with those provisions and there is no basis  
4 to assert that these provisions do not adequately support such access. Witness Pfau lists  
5 alleged deficiencies in Verizon VA's support of CLEC access to on-premises wiring, (*see*  
6 AT&T Witness Pfau at 71-87), but those complaints are off-the mark and simply attempt  
7 to impose inappropriate obligations upon Verizon VA. For example, Verizon VA is not  
8 obligated to keep records relating to whether the demarcation point has been moved at a  
9 building owner's request. CLECs can obtain such information from building owners. In  
10 addition, Verizon VA needs no process for determining the costs of unbundling on-  
11 premises wiring because Verizon VA generally does not own any in Virginia. Similarly,  
12 Verizon does not routinely inventory its on-premises wiring because Verizon VA does  
13 not own the inside wire. Finally, Verizon VA has no practice for uniquely identifying the  
14 on-premises wiring with particular cross connection to its network because there has been  
15 no need to do so.

16 **Q. DOES VERIZON VA AGREE WITH AT&T'S CHARACTERIZATION OF**  
17 **VERIZON VA'S "PRACTICE FOR LIMITING ACCESS TO ITS NETWORK IN**  
18 **MTES"? AT&T WITNESS PFAU AT 75.**

19 A. No. Verizon VA limits physical access to its facilities either by using separate rooms for  
20 its equipment or by using locked cabinets because CLECs (or any other customer) are not  
21 allowed access to the network side of the NID. This is consistent with Verizon VA's  
22 concerns about protecting its own network. Witness Pfau's point that the customer side  
23 of the NID is not secured (*see id.*) is accurate in that Verizon VA has no reason or



1 authority to limit access to terminals upon which the end users' wiring terminates: there  
2 is no reason for Verizon VA to restrict such access--CLECs and end users can access the  
3 inside wire at this point.

4 **Q. DOES VERIZON VA CHARGE CLECS A NID CHARGE FOR ACCESS TO**  
5 **INSIDE WIRE ON THE CUSTOMER SIDE OF THE NID?**

6 A. No. Contrary to AT&T's allegations (*see* AT&T Witness Pfau at 73-74), Verizon does  
7 not impose a NID charge when a CLEC gains access to inside wire on the customer side  
8 of the NID.

9 **Q. DOES VERIZON VA RESERVE "ON-PREMISES WIRING" AS ALLEGED BY**  
10 **AT&T WITNESS PFAU AT 86?**

11 A. No. Verizon VA does not reserve "the first pair to a unit" as alleged by Witness Pfau.  
12 Verizon VA terminates service to a customer from the central office once that customer  
13 initiates service by a CLEC. This in no way, however, impacts on the quality of service  
14 that may be provided by the CLEC.

15 **Q. AT&T CLAIMS THAT ONCE A CARRIER ESTABLISHES A FACILITY**  
16 **PRESENCE AT THE MTE, VERIZON VA SHOULD PLAY NO PART IN**  
17 **AT&T'S SERVICE DELIVERY TO ITS CUSTOMER. (SEE AT&T WITNESS**  
18 **PFAU AT 78) DOES VERIZON VA AGREE?**

19 A. Yes, Verizon VA agrees that Verizon VA is not involved in any work performed by  
20 the CLEC on the customer side of Verizon's NID or that performed at a CLEC-placed,  
21 stand-alone NID.

1    **Q.     AT&T CLAIMS THAT IT, NOT VERIZON, SELECTS AMONG**  
2       **TECHNICALLY FEASIBLE POINTS OF ACCESS TO ON-PREMISES WIRING.**  
3       **DOES VERIZON VA ALLOW CLECS TO MAKE SUCH DETERMINATIONS?**

4    A.    CLECs are permitted to suggest other technically feasible points of access to inside wire  
5           subject to the BFR process. A CLEC can identify other points to access inside wire and  
6           Verizon VA will review the request to determine if it is technically feasible. In the vast  
7           majority of cases, however, the parties agree to access inside wire through the NID.

8                               **IV. DARK FIBER (ISSUE III-12)**

9    **Q.     WHAT ISSUES ARE RAISED BY WORLDCOM AND AT&T IN THEIR**  
10       **DIRECT TESTIMONIES ON “DARK FIBER” (ISSUE III-12(A)) ?**

11   A.    WorldCom contends that detailed rules are necessary in the Parties’ interconnection  
12           agreement to effect the Commission’s rules and decisions regarding dark fiber.  
13           WorldCom complains that Verizon VA reserves unused fiber strands for its own future  
14           needs but does not allow CLECs the same opportunity. WorldCom also claims that  
15           Verizon VA is denying a technically feasible method of accessing dark fiber when it  
16           denies WorldCom the right to access dark fiber via splice cases.

17           AT&T claims that Verizon VA is obligated to make unused dark fiber available to AT&T  
18           in the same manner as it is available to Verizon VA. AT&T also claims that Verizon VA  
19           reserves fiber for its own use and thus AT&T should be permitted to do so. AT&T  
20           argues that Verizon VA’s unbundling obligation is not limited to a particular transmission  
21           conductor type or technology and continues to advocate access to what it calls “unused  
22           transmission media.”

1   **Q.     HAS VERIZON VA ADDRESSED MANY OF THESE ISSUES IN ITS DIRECT**  
2   **TESTIMONY?**

3   A.     Yes. We presented direct testimony as to AT&T's inappropriate expansion of the term  
4     "dark fiber" to "unused transmission media" (UNE Panel at 15-16), the fact that Verizon  
5     VA does not reserve dark fiber for future use and thus CLECs may not reserve dark fiber  
6     (*see id.* at 16-18), the reasons for recommending an optional field survey of requested  
7     dark fiber (*see id.* at 23) and the provisioning process for dark fiber (*see id.* at 24).  
8     Accordingly, there is no need to address these issues further in this rebuttal testimony.

9   **Q.     AT&T WITNESS NURSE AT 5 ARGUES THAT VERIZON VA IMPOSES**  
10  **RESTRICTIVE LIMITATIONS ON ACCESS TO DARK FIBER. DO YOU**  
11  **AGREE?**

12  A.     No. Verizon's provisions for accessing dark fiber are fully consistent with the *UNE*  
13  *Remand Order*, ¶¶ 196-207, 325-330. The CLEC can order 3 types of dark fiber:  
14  interoffice facilities, loop and subloop. In all instances, one end of the dark fiber must be  
15  terminated at an accessible terminal in a Verizon VA's premises, such as a central office  
16  or remote terminal. This collocation termination is appropriate to facilitate testing,  
17  maintenance and service deployment.<sup>4</sup> None of these provisions should present a burden  
18  to a CLEC for the proper use of dark fiber.

---

<sup>4</sup> The New York Public Service Commission recently held that access to dark fiber is achieved through collocation. ("For a CLEC to use dark fiber, it must collocate and provide the electronics; Verizon then implements the cross connections necessary to connect the dark fiber."). *In Digital Subscriber Line Services*, Opinion No. 00-12, Case No. 00-C-0127, 2000 N.Y. PUC LEXIS 866 (N.Y.P.S.C. October 31, 2000).

1   **Q.     WHY SHOULD DARK FIBER BE ACCESSED ONLY AT ACCESSIBLE**  
2   **TERMINALS?**

3   A.     Under the *UNE Remand Order*, Verizon is required to provide access to dark fiber at  
4     accessible terminals. Accessible terminals are defined by the Commission as “point[s] on  
5     the loop where technicians can access the wire or fiber within the cable *without removing*  
6     *a splice case to reach the wire or fiber within.*” *UNE Remand Order* at ¶ 206 (emphasis  
7     added).<sup>5</sup> In so ruling, the FCC noted that terminals “differ from splice cases, which are  
8     *inaccessible* because the case must be breached to reach the wires within.” *Id.* at ¶ 206,  
9     n. 395 (emphasis added). Therefore, the Commission expressly carved out splice points  
10    from the definition of “technically feasible” access points within the meaning of section  
11    251 of the Act. The Commission did so for good reason--repeatedly opening splice cases  
12    to provide access to individual fibers threatens the integrity of Verizon VA’s physical  
13    network, negatively affects the transmission capabilities of its fiber optic facilities, and  
14    poses operational risk to other services riding the fiber ribbon or cable.

15       Despite the Commission’s explicit pronouncements, both AT&T and WorldCom  
16       continue to argue for access to Verizon VA’s dark fiber at splice points. *See* GBL Panel  
17       at 33; AT&T Witness Nurse at 9-10. This position should be rejected.

---

<sup>5</sup> *See also* 47 C.F.R. § 51.319(a)(2) (“The subloop network element is defined as any portion of the loop that is technically feasible to access at terminals in the incumbent LEC’s outside plant, including inside wire. An accessible terminal is any point on the loop where technicians can access the wire or fiber within the cable without removing a splice case to reach the wire or fiber within.”)

1 Q. IS DARK FIBER LIMITED TO EXISTING ROUTES OR IS VERIZON VA  
2 REQUIRED TO CREATE NEW ROUTES THROUGH SPLICING OR CROSS  
3 CONNECTS? (ISSUE III-12 (F))

4 A. Dark fiber is “unused loop capacity that is physically connected to facilities that the  
5 incumbent LEC currently uses to provide service, was installed to handle increased  
6 capacity, and can be used by competitive LECs without installation by the incumbent.”  
7 *UNE Remand Order*, ¶ 174 n. 323. As described in Verizon’s Direct Testimony, fiber  
8 that must be spliced together does not meet this definition because it is not physically  
9 connected to facilities and cannot be used by CLECs without further installation by the  
10 incumbent. (UNE Panel at 21-22) Effectively, AT&T is requesting that Verizon create a  
11 new facility that is not in existence today. There is no basis for that request.

12 The New York Commission recently addressed this issue in the *NY DSL Reconsideration*  
13 *Order*.<sup>6</sup> In that case, a CLEC, Conversent, moved for reconsideration and “sought a  
14 requirement that Verizon New York connect fiber pairs in order to create new routes.”  
15 *Id.* \* 7, which included a request that Verizon “connect the fiber at the intermediate  
16 office.” *Id.* fn. 25. The New York Commission found that “this requirement also goes  
17 beyond the FCC regulations.” *Id.* \* 7. Verizon VA’s interconnection agreements that  
18 result from this arbitration should contain a similar limitation on the creation of new fiber  
19 routes for CLECs.

---

<sup>6</sup> *Re Digital Subscriber Line Services, Order Granting Clarification, Granting Reconsideration In Part and Denying Reconsideration in Part, and Adopting Schedule*, Case No. 00-C-0127, 2001 WL 322813 \*7 (N.Y.P.S.C. January 29, 2001) (*NY DSL Reconsideration Order*).

1   **Q.     AT&T ARGUES THAT VERIZON VA SHOULD BE REQUIRED TO ADD**  
2       **SUFFICIENT UNUSED TRANSMISSION MEDIA TO MEET ITS PROJECTED**  
3       **REQUIREMENTS WHEN VERIZON VA INSTALLS NEW FACILITIES. DOES**  
4       **VERIZON VA AGREE?**

5   A.    No. AT&T Witness Nurse at 9 states, “When Verizon installs such new transmission  
6       media or adds to existing transmission media, Verizon must add sufficient unused  
7       transmission media to meet the projected requirements of AT&T.” AT&T’s proposal has  
8       no legal basis. Verizon VA is only obligated to provide access to its existing network  
9       elements. The Eighth Circuit has made it clear that “subsection 251(c)(3) [of the Act]  
10      implicitly requires unbundled access only to an incumbent LEC’s existing network--not  
11      to a yet unbuilt superior one.”<sup>7</sup> Moreover, in the *UNE Remand Order*, the Commission  
12      held that “we do not require incumbent LECs to construct new transport facilities to meet  
13      specific competitive LEC point-to-point demand requirements for facilities that the  
14      incumbent LEC has not deployed for its own use.” *UNE Remand Order* at ¶ 148.  
15      Finally, in the Status Conference, the Commission stated flatly to AT&T that “we will  
16      look at the existing state of the law and apply that state of the law.” Status Conference  
17      Tr. at 13. The state of the law is that Verizon VA need not build new dark fiber facilities  
18      for AT&T.

19   **Q.     SHOULD AT&T BE PERMITTED TO SPLICE FIBER ITSELF?**

20   A.    Absolutely not. There is no basis for AT&T’s request.

---

<sup>7</sup> *Iowa Utilities Bd.*, 120 F.3d at 813.

1 AT&T's language proposes that AT&T personnel should have unrestricted access to  
2 splice together fiber themselves to create dark fiber and to test dark fiber at any point.  
3 Verizon VA is not required to allow representatives from other companies unrestricted  
4 access to its network. Such unrestricted access would raise serious concerns regarding  
5 customer service, security, union relationships, accountability, and liability. It would also  
6 prevent Verizon VA from ensuring that it could track when AT&T or another CLEC  
7 utilizes fiber and should pay for it. Further, when AT&T accesses dark fiber at hard  
8 termination points, AT&T has the ability to perform testing from its side of the hard  
9 termination point, either within its own collocation space or at the demarcation point in  
10 its office or customer premises. Thus, AT&T or its designated personnel may perform  
11 such testing.

12 **V. LOCAL NUMBER PORTABILITY (ISSUES V-7, 12, 12A AND 13 AND**  
13 **SUPPLEMENTAL ISSUE VI-(D))**

14 **Q. BASED ON ITS DIRECT TESTIMONY, WHAT IS AT&T SEEKING WITH**  
15 **RESPECT TO LOCAL NUMBER PORTABILITY?**

16 A. AT&T seeks "reasonable committed timeframes for porting, an agreement to provide  
17 porting during off-hours, as Verizon provides for its customers, and a commitment to  
18 engage in a simple porting procedure that minimizes the risk that customers will lose  
19 their dial tone during the porting process." AT&T Witness Solis at 3.